

[12]

*Read 27 March 1728 in Lords  
Enacted 1 Geo II Private Acts, c 26*



**An ACT for Confirming the Inclosure  
and Division of the Common Fields and Common Grounds  
within the Manors and Parishes of Overton-Longville,  
and Butolphsbridge, in the County of Huntingdon.**



**Whereas** there are several Common Fields, Common Meadows, Common Pastures, and Common Grounds, parcel of and lying within the Manors and Parishes of *Overton-Longville*, and *Butolphsbridge* in the County of *Huntingdon*.

**And whereas** the Right Honourable *Frances Lady Morpeth*, or the Right Honourable *Henry Howard, Esq;* commonly called *Lord Morpeth* her Husband, in her Right, is seized of and in the Manors of *Overton-Longville*, and *Butolphsbridge*, and of the Advowson of the Churches of *Orton* and *Butolphsbridge*, and of divers Farms, Lands, Tenements, and Hereditaments, situate, lying, and being within the Precincts of the Manors and Parishes of *Orton* and *Butolphsbridge* aforesaid, of or for some Estate of Freehold or Inheritance.

**And whereas** the Dean and Chapter of the Cathedral Church of *Peterborough* are seized in Fee-Simple in Right of the said Church, of and in All that Messuage, Tenement, or Farm, with the Lands and Grounds thereunto belonging, or therewith used, called or known by the Name of *Nansickles Farm*, situate, lying, and being within the Parishes of *Overton-Longville*, and *Butolphsbridge* aforesaid; and also of and in another Farm, consisting of four Cottages, and a Piece or Parcel of Ground whereon a Grove of Wood formerly stood, and sixteen Acres of Arable Land, and two Acres of Meadow, lying in the Fields of *Overton-Longville*, and *Butolphsbridge* aforesaid, late or heretofore called or known by the Name of *Smith's Farm*, and which said two Farms last mentioned, are now in the Tenure or Occupation of the said *Lord Morpeth*, by virtue of and under two several Leases made by the said Dean and Chapter, for the Term of One and twenty Years each, under the several yearly Rents of Five Pounds and Thirty-five Shillings and Four Pence.

**And whereas** the said *Henry Lord Morpeth* is also seized of and in two Tenements situate, lying, and being within the said Parishes of *Orton-Longville*, and *Butolphsbridge*, held of the Manor of *Peterborough*, by Copy of Court Roll.

**And whereas** *Bernard Lewis*, Clerk, Rector of the United Parishes of *Orton-Longville*, cum *Butolphsbridge* aforesaid, is seized in Fee-Simple, in Right of his Church, of and in the two Parsonage Houses of *Orton-Longville*, and *Butolphsbridge*, and of and in divers Glebe Lands to the said Rectory belonging, situate, lying, and being within the Manors and Parishes of *Orton-Longville*, and *Butolphsbridge* aforesaid, and also of all the Tythes, both great and small, arising and renewing within the Parishes of *Orton-Longville*, and *Butolphsbridge* aforesaid, and which said Tythes are computed to be of the Annual Rent or Yearly Value of One hundred and sixty Pounds at the most.



**And whereas** *Charles Parker, Esq; John Rowell, Esq; John Wildbore, Esq; Charles Dewar, Gentleman, John Walsbam, Esq; William Waring, Clerk, Charles Orme, Gentleman, John Dickenson, Gentleman, George Wing, Grocer, Simon Loake, Merchant, Robert Smith, Grocer, and James Stagg, Grocer,* all of the City of *Peterborough*, are seized to them and their Heirs, of and in one Messuage, one Close of Pasture, and one Yard Land of Arable, containing twenty Acres, and two Acres of Meadow Ground, situate, lying, and being in *Overton-Longville* aforesaid, of the Annual Rent or Yearly Value of Nine Pounds, or thereabouts; In Trust, nevertheless to apply and dispose of the Rents, Issues, and Profits thereof, for the Benefit and Relief of Forty poor Inhabitants of the City of *Peterborough*, in pursuance of the Will of *Edmond English*, deceased.

**And whereas** each and every of the Proprietors above-named (and who together are seized of all the Lands, Grounds, Tenements, and Hereditaments within the said Manors and Parishes of *Orton-Longville* and *Butolphsbriidge* aforesaid) have a Right of Common for their Cattle and Sheep over all the said Common Fields, Common Meadows, and Common Pastures within the said Manor and Parish, in respect of their several Tenements and Hereditaments in the same Manor and Parish, which has been attended with great Inconveniences to, and Disputes amongst the several Proprietors; and the said Common Fields, by being kept in constant Tillage, and by reason of the great Difficulty and Expence of carrying Compost and Manure to so many different and distant Places, and of the Want of inclosed Ground to keep a Stock of Cattle, are greatly impoverished, and as they have been heretofore managed and occupied, incapable of Improvement.

**And whereas** the said *Henry Lord Morpeth*, being desirous to improve his Estate in *Overton-Longville* and *Butolphsbriidge* aforesaid, did in the Year One thousand seven hundred and twenty-five, enter into several Agreements with the said Dean and Chapter, the Rector and the Trustees of the said Charity, to inclose the said Common Fields, Common Meadows, and Common Grounds, at his own Expence, and to set out and assign certain Lands and Grounds, Parcel of the said Inclosures, and to grant certain other Recompences equivalent, in Lieu of and Exchange for the Lands, Grounds, Tenements, Tythes, and Hereditaments whereof the said Dean and Chapter, Rector and Trustees are respectively seized, or whereto they are entitled as aforesaid, in Manner following; that is to say,

By Articles indented, bearing Date the Sixteenth Day of *October*, Anno Domini One thousand seven hundred and twenty-five, and made between the said Dean and Chapter of *Peterborough* of the one Part, and the said *Henry Lord Morpeth* of the other Part, under the Seal of the said Dean and Chapter, and confirmed by the Bishop of *Peterborough* by Instrument annexed to the said Articles under his Episcopal Seal, It was agreed, and the said Dean and Chapter did grant, covenant, and consent, that the said Lord *Morpeth* should and might Inclose and Fence with Hedges and Ditches, in such Manner as should be most commodious and for his Advantage, all the Lands, Pasture or Arable, whereof the said Dean and Chapter were seized in Possession, in Right of the said Church, and all and singular the said Manor of *Orton-Longville cum Butolphsbriidge*, with all the Commons, Furze, or Gorze Heaths, and other void or waste Grounds as should be found most advantageous and commodious for him the said Lord *Morpeth*; and that the said Dean and Chapter would accept of Twenty Acres of Land, lying and being in the Meadows of *Long Orton* aforesaid, and a Part or Parcel of Land called the *Ham*, the Boundaries whereof are therein particularly described, as an Equivalent for the Meadow, and their Proportion or Share of the common Horse-Fen, and for a Part of the Lands belonging to the Cathedral Church lying in the said *Ham*: And the said Dean and Chapter did thereby also agree to accept of Ninety-eight Acres of Land lying in *Woodston-Mear* Field, therein particularly bounded and described, as an Equivalent or proportionable Quantity of Ground, for the several Lands dispersed throughout the said Town-Fields; and also to accept of Fourteen Acres of Furze or Gorze Ground therein particularly described as a proportionable Quantity or Share of the said Furze, and in Lieu of, and as an Equivalent for the Sheep-Commons appertaining to the Farms and Tenements of the Cathedral Church aforesaid; and also to accept of Six Acres of Cow Pasture or Meadow in the Cow Fen, therein particularly mentioned and described, as an Equivalent for the Proportions or Share of the Cow-Commons in the Cow-Fen appurtenant or appendant to the Farms, Messuages, Tenements, and Cottages belonging to the said Cathedral Church in the said Manor of *Orton-Longville cum Butolphsbriidge*; and the said Dean and Chapter did thereby consent and agree to exchange with the said Lord *Morpeth*, the Messuage called *Nansickles-Homestead*, and three Acres of the Close called *Nansickles Homeclose*, for the Messuage or Farm-House and Home-close, then in the Occupation of *Andrew Bodger*, containing two Acres, upon Condition the said Lord *Morpeth* should put the last mentioned Messuage and Outhouses in good Repair, and should also allot and lay to the Ninety-eight Acres of Arable Land aforesaid, three Acres more thereto adjoining, as an Equivalent for the Difference of one Acre in the Exchange last before-mentioned; and the said Lord *Morpeth* did thereby agree to pay to the said Dean and Chapter, and their Successors, the yearly Sum of Ten Pounds *Sterling*, exclusive of all Deductions, for the Repair of the said Cathedral Church, by half-yearly Payments, for ever; and also to set out one Acre and one Rood of Meadow Ground in the Cow Pasture or Cow Fen, to be an appendant or appurtenant to the Copyhold Tenement called *Ward's* Tenement, as an Equivalent for two Cow Commons allotted to the said Tenement, and one Acre and twenty nine Perches in the Furze of *Long Orton*, to be appendant or appurtenant to the same Tenement, as an Equivalent for ten Sheep Commons belonging to the said Tenement; and also to set out with proper Stones for Land-marks, one Acre, two Roods, and ten Perches of Meadow Ground in the Cow Pasture or Cow Fen, to be appendant or appurtenant to the Copyhold Tenement called Lord *Morpeth's* Tenement, as an Equivalent for three Cow Commons belonging to the said Tenement, and one Acre, two Roods, and fifteen Perches in the Common Furze of *Long Orton*, to be appendant or appurtenant to the same Tenement, as an Equivalent for fifteen Sheep Commons belonging to the said Tenement.

And by Articles of Agreement bearing Date on or about the first Day of *May*, Anno Domini One thousand Seven hundred and Twenty-six, and made or mentioned to be made, between the said

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Henry Lord Morpeth of the one Part, and the said Bernard Lewis, Rector of *Long Orton cum Butolphsbriidge* of the other Part, the said Lord Morpeth did agree to pay to the said Rector, and his Successors for ever, the Annuity or Yearly Sum of One hundred and Seventy-five Pounds, by Quarterly Payments, exclusive of all Deductions whatsoever, in Lieu of and as an Equivalent for the great and small Tythes of *Orton-Longville cum Butolphsbriidge* aforesaid, and also to grant and set out to and for the said Rector, and his Successors, divers Parcels of Land and Ground therein particularly mentioned and described, of the Yearly Value of Ten Pounds, as a farther perpetual Augmentation to the said Rectory; and reciting in the said Articles, that the Livings of *Long Orton* and *Butolphsbriidge* had been united and consolidated by lawful Authority, and that the Rector had no Occasion for more than one House, the said Rector did thereby agree to transfer his Right and Title to the Parsonage House of *Butolphsbriidge*, and an Acre and an half of Land thereto belonging, to the said Lord Morpeth and his Heirs; And it was also agreed, That a Close of Three and thirty Acres and an half, commonly called the *Parson's Piece*, therein particularly mentioned and described, should be given and allotted to the said Rector and his Successors, in Lieu of and as an Equivalent for Twenty-four Acres and three Rods, Part of the *Parson's Glebe* in the Common Fields, and his Proportion of the Commons in the Furze; and also that Twenty-six Acres of Meadow therein described, should be given and allotted to the said Rector, and his Successors, in Exchange and as an Equivalent for Thirteen Acres and a half in the Meadow, two Acres in the *Gouldy*, and twelve Cow Commons, and two Horse Commons belonging to the said Rector; And also that Twenty-seven Acres inclosed in the *Ham* Field being the Rector's Proportion of the said Field, should be confirmed to the said Rector, and his Successors, as Part of his Glebe; and reciting that there were three Acres of Land call'd the *Church Lands* in *Orton-Longville* aforesaid, given to the Rector, and his Successors, towards the Repair of the Church of *Orton* aforesaid, it was agreed, that the said Lord Morpeth should charge his Estate in *Orton* aforesaid, with the Payment of Thirty Shillings Yearly for ever, free from Taxes, for the Purposes aforesaid; and that the said three Acres of Land should be vested in him.

And the said Charles Parker, and other the Trustees of the Charity, for the Benefit of the Poor of *Peterborough* aforesaid, have by Writing under their Hands, agreed with the said Lord Morpeth, to convey and make over the said Messuage, Farm, and Premises so vested in them for the Purposes aforesaid, unto the said Lord Morpeth, who, in Consideration thereof, hath agreed to grant them an Annuity or Yearly Rent-Charge of Fifteen Pounds *Sterling*, free from Taxes for ever, for the Use of the said Charity.

and whereas the said Henry Lord Morpeth hath at his own great Expence inclosed and divided the said Common Fields, Common Meadows, and Common Grounds, in *Orton-Longville*, and *Butolphsbriidge* aforesaid, pursuant to, and in Performance of his Part of the Agreements entred into between him and the other Land Owners for that Purpose, and hath thereby considerably advanced the Revenue of his Estate in *Overton-Longville*, and *Butolphsbriidge* aforesaid: But although the making the said Inclosures, and the Execution of the said several Agreements entred into in that Behalf, and the several Exchanges, Annuities, and Pensions thereby stipulated, provided, and agreed upon, will be a manifest Advantage to the said Henry Lord Morpeth, and Frances Lady Morpeth, and their Issue, and a great Improvement of the Estates of them, and the other Owners and Proprietors of Lands and Hereditaments in *Orton-Longville*, and *Butolphsbriidge* aforesaid, and also for the Benefit of the said Charity; and the Right Reverend Father in God Richard Lord Bishop of *Lincoln*, Ordinary of the Diocese wherein the Premises lie and are situate, hath approved of, and consented to the Agreements with the Rector aforesaid; yet such Agreements, Exchanges, and Annuities cannot be Established, or rendered Effectual to answer the Purposes thereby intended, without the Aid and Authority of Parliament:

May it therefore Please Your Most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament Assembled, and by the Authority of the same, That the said several Agreements entred into between the said Henry Lord Morpeth, and the said Dean and Chapter of *Peterborough*, Rector of *Overton-Longville, cum Butolphsbriidge*, and the Trustees of the said Charity respectively, and the Inclosure, Division, and Allotments, and the Exchanges, Annuities, and Recompences made and agreed to be made in Pursuance thereof, shall be, and are hereby ratified and confirmed according to the true Intent and Meaning of the same Agreements respectively; And also that all those twenty Acres of Meadow now inclosed, lying and being in the Meadows of *Orton-Longville*, and all that Part or Parcel of the Land called the *Ham*, bounded on the East with the River *Nine*, and abutting South on another Part of the said Meadow, and that Part of the said *Ham* which is set off and allotted to the Use and Behoof of the Rector of *Orton-Longville cum Butolphsbriidge* aforesaid, abutting West on the *Mear*, lying between the said *Ham*, and the Lands belonging to the said Lord Morpeth, as Parcel of the said Manor of *Overton-Longville* aforesaid; And also all that Piece or Parcel of Ground lately inclosed, containing by Estimation One hundred and one Acres, lying and being in *Woodston Mear* Field, bounded on the West with the new Hedge raised between the said Field and the middle Field, abutting South on the *Slade*, running at the Foot or Bottom of the Hill-side Furlong, and adjoining on the East to the East side of the Hill-side Furlong, *Black Mills, Wheat Dole, Reed Land, Hanger Land*, and *Moor* Furlongs, and abutting on the North on *Belland* Furlong; And also all that Piece or Parcel of Ground, containing by Estimation fourteen Acres, lately Part of the Furze or Gorze Ground, abutting on the East on a Piece of inclosed Ground, called *West Far Close*, now or late in the Tenure or Occupation of *Thomas Whirwell*, South on *Taxley* Grounds, West on the Furze which lie on the East-side of *Stanton Close*, and North on the Field-way



way leading through the said Furze; and all that Piece or Parcel of Ground, containing by Estimation six Acres, late Parcel of the Cow Pasture, or Cow Fen, bounded on the North with the River *Nine*, and on the East by the Ditch that separates and divides the said Cow Fen, from the Horse Fen, abutting South on the Village of *Long Orton*, alias *Overton-Longville* aforesaid, and West on other Part of the said Cow Fen; And also all that Messuage or Farm House, with the Barns, Stables, Outhouses, Orchards, and Gardens thereunto belonging, or therewith used; and all that Close thereto adjoining, called the *Home Close*, containing by Estimation two Acres, now or late in the Tenure or Occupation of *Andrew Bodger*, his Assigns or Undertenants, shall be, and the same are hereby vested in the said Dean and Chapter of *Peterborough* aforesaid, and their Successors, to the Use of the said Dean and Chapter, and their Successors, in Right of their said Church for ever; And also that all that Piece or Parcel of Meadow or Pasture Ground lately inclosed, being formerly Part of the Cow Fen, and containing by Estimation one Acre, and one Rood; and all that Piece or Parcel of Pasture Ground lately inclosed, being formerly Part of the Furze, and containing by Estimation one Acre, and Twenty-nine Perches, shall be annexed to the said Tenement, called *Wards Tenement*, and the same are hereby vested in the said Lord *Morpeth*, to be held together with the said Tenement of the said Manor of *Peterborough*, by Copy of Court Roll according to the Custom of the said Manor, for such Estate and Interest as he holds the said Tenement; And also that all that Piece or Parcel of Ground, late Part of the Cow Pasture, or Cow Fen, containing by Estimation one Acre, two Roods, and ten Perches; and all that other Piece or Parcel of Ground, late Part of the Furze aforesaid, and containing by Estimation one Acre, two Roods, and fifteen Perches, shall be annexed to the said Tenement called Lord *Morpeth's Tenement*, and the same are hereby vested in the said Lord *Morpeth*, to be held together with the said Tenement of the said Manor of *Peterborough*, by Copy of Court Roll according to the Custom of the said Manor, for such Estate and Interest as he holds the said Tenement.

And it is hereby further Enacted, by the Authority aforesaid, That one Annual Sum, or Yearly Rent-Charge of Ten Pounds of lawful Money of *Great-Britain*, shall be issuing and going out of all and every the Messuages, Lands, Fields, Grounds, Tenements, and Hereditaments, whereof the said Dean and Chapter, and their Successors, are empowered to make Leases, as is herein after mentioned; and the same Annuity or Yearly Rent-Charge of Ten Pounds, shall be payable and paid during the Continuance of the present or any subsequent Lease or Leases thereof respectively to them and their Successors, or to their Receiver for the Time being, over and above the Yearly Rents of Five Pounds, and Thirty-five Shillings abovementioned, at or in the West Porch of the Cathedral Church of *Peterborough*, free from all Deductions or Defalcations, for or in respect of any Taxes, Assessments, or Impositions, taxed, assessed, or imposed, or hereafter to be taxed, assessed, or imposed upon the Premises out of which the said Annuity or Yearly Rent-Charge is to issue by any present or subsequent Act of Parliament, or other Authority whatsoever, or for or on Account of any other Reprizes whatsoever, by two equal half-yearly Payments, at or on the Feasts of the *Annunciation of the Blessed Virgin Mary*, and *Saint Michael the Archangel*, in every Year for ever, the first Payment thereof to begin and be made at or on the Feast of the *Annunciation of the Blessed Virgin Mary*, in the Year of our Lord One thousand Seven hundred and Twenty-eight; And it is hereby declared, that the said Annuity or Rent-Charge of Ten Pounds, hereby vested in the said Dean and Chapter, and their Successors, as aforesaid, is, and was so vested in them, in Trust to apply and dispose of the same, for and towards the Repair of the said Cathedral Church of *Peterborough*.

And it is hereby Declared and Enacted, That the said Freehold Messuage, Lands, Grounds, Tenements, and Hereditaments hereby vested in, and limited in Use to the said Dean and Chapter, and their Successors; and the said Annuity or Yearly Rent-Charge of Ten Pounds hereby limited in Use to the said Dean and Chapter, and their Successors as aforesaid, shall be in Lieu, Bar, and Satisfaction of, and a full Compensation and Equivalent for the several Lands, Grounds, Tenements, and Hereditaments of and belonging to the said Dean and Chapter, within the Manors, Parishes, Fields, Precincts, and Territories of *Overton-Longville* and *Butolphsbriidge* aforesaid, before the said Inclosure and Division, and of all Right of Common, arising or belonging to, or that can be claimed by the said Dean and Chapter, and their Successors, in, over, and upon the Fields, Commons, Wastes, and Commonable Places of *Overton-Longville*, and *Butolphsbriidge* aforesaid, except such Part of the said Farm and Lands, called *Nansickles Farm*, which by the said Articles between the said Lord *Morpeth*, and Dean and Chapter, were not agreed to be exchanged with, and allotted to the said Lord *Morpeth*; and which said excepted Premises shall remain, and are hereby Enacted to be vested in, and to the Use of the said Dean and Chapter, and their Successors for ever.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That the said Messuage or Tenement called *Nansickles Homestead*, and the said three Acres part of *Nansickles Home Close*, and all and every other the Messuages, Farms, Lands, Grounds, Tenements, and Hereditaments of and belonging to the said Dean and Chapter before the said Inclosure and Division, situate, lying and being within the Manors, Parishes, Fields, Precincts or Territories of *Overton-Longville*, and *Butolphsbriidge* aforesaid, except as is herein before excepted, shall be, and the same are hereby vested in the said Lord *Morpeth*, in Right of the said Lady *Morpeth*, for such Estate and Interest, and subject to such Uses and Limitations as the Manors of *Overton-Longville*, and *Butolphsbriidge* do now stand settled, limited, and assured unto, for, or upon; subject nevertheless to the several Annuities and Rents-Charge, in and by this Act charged upon, and directed to issue out of the Lands and Hereditaments of the said Lord *Morpeth*, and Lady *Morpeth*, in *Overton-Longville*, and *Butolphsbriidge* aforesaid.

and



and it is hereby further Declared and Enacted, by the Authority aforesaid, That all that Piece or Parcel of Ground lately inclosed, formerly Part of a Close called the *Greendole*, and containing by Estimation five Acres and a half; and all that Close called *Canwells Close*, containing by Estimation one Acre; and also all that Piece or Parcel of Ground called the *Pitts*, containing by Estimation four Acres; and also all that Piece or Parcel of Ground lying South of the Churchyard, and containing by Estimation half an Acre; and also all those the Scites or Tofts of two Cottages adjoining to the Churchyard of *Overton-Longville* aforesaid; and also all that Piece or Parcel of Ground lately inclosed, commonly called or known by the Name of the *Parson's Piece*, and containing by Estimation Three and thirty Acres and a half, abutting West upon the *Greendole*, North upon the high Road to *Peterborough*, and East upon *Woodson Field*; and that Piece or Parcel of Meadow Ground lately inclosed, containing by Estimation Six and twenty Acres, abutting upon the *Ham* towards the West, and upon the River *Nine* towards the East; and also all that Piece or Parcel of Ground lately inclosed, formerly Part of the *Hamfield*, and containing by Estimation Seven and twenty Acres, shall be, and the same are hereby vested in the said *Bernard Lewis*, and his Successors, Rectors of the united Parish of *Overton-Longville cum Butolphsbridge*, to the Use of the said Rector and his Successors for ever; and also that one annual Sum or yearly Rent-Charge of One hundred and Seventy-five Pounds of lawful Money of *Great-Britain*, shall be issuing and going out of all and every the Messuages, Lands, Fields, Grounds, Tenements, and Hereditaments, which by Virtue of this Act, or after passing the same, shall belong unto, or be vested in, or allotted unto the said *Henry Lord Morpeth*, in Right of the said *Frances Lady Morpeth*, in the said Parish of *Overton-Longville cum Butolphsbridge* aforesaid, and the same Annuity or Yearly Rent-Charge of One hundred and eighty Pounds shall be, and is hereby vested in and to the Use of the said *Bernard Lewis*, and his Successors, Rectors of the said Parish for ever, and shall be payable and paid to him and his Successors, at or in the Porch of the Parish Church of *Overton-Longville*, free from all Deductions, for or in respect of any Parliamentary or other Taxes, or other Reprizes whatsoever as aforesaid, by four equal Quarterly Payments, at or on the Feasts of the *Annunciation of the Blessed Virgin Mary*, the *Nativity of Saint John the Baptist*, the *Feast of Saint Michael the Archangel*, and the *Birth of our Lord Christ* in every Year for ever, the first Payment thereof to begin and be made, at or on the Feast of the *Annunciation of the blessed Virgin Mary Anno Domini* One thousand Seven hundred and Twenty-eight.

and it is hereby Declared and Enacted, That the said Lands, Grounds, Tenements, and Hereditaments, and the said Annuity or Yearly Rent-Charge of One hundred and Seventy-five Pounds hereby respectively vested in, and limited in Use to the said *Bernard Lewis*, and his Successors, Rectors of *Overton-Longville cum Butolphsbridge* aforesaid, shall be in Lieu, Bar, and Satisfaction of, and a full Compensation and Equivalent for all and every the Messuages, Glebe Lands, Grounds, Tenements, and Hereditaments of and belonging to the said Rector, in Right of his said Church, lying and being within the Manors and Parishes, Fields, Precincts, or Territories of *Overton-Longville*, and *Butolphsbridge* aforesaid, before the said Inclosure and Division, and of and for all Tythes both great and small, and Right of Common arising or belonging to, or that can or may, or could or might be claimed by the said Rector, and his Successors, in, over, upon, or out of the Messuages, Farms, Lands, Grounds, Tenements, Fields, Commons, Wastes, and Commonable Places within the Manors and Parishes of *Overton-Longville*, and *Butolphsbridge* aforesaid, except the Parsonage House of *Orton-Longville*, and the Out-houses, Barns, Stables, Orchards, and Gardens thereto belonging, or therewith used, and which said excepted Premises are hereby Enacted to be vested in, and to the Use of the said *Bernard Lewis*, and his Successors, Rectors of the said united Parish of *Overton-Longville cum Butolphsbridge* aforesaid, for ever.

and it is hereby further Enacted, by the Authority aforesaid, That all that the Parsonage-House of *Butolphsbridge*, with the Barns, Stables, Outhouses, Orchards, and Gardens thereunto belonging, and one Acre and an half of Land therewith used, and all other the Glebe Lands, Grounds, Tenements, and Hereditaments of and belonging to the said Rector of *Overton-Longville*, before the Inclosure and Division, situate, lying, and being within the Manors, Parishes, Fields, Precincts, or Territories of *Overton-Longville*, and *Butolphsbridge* aforesaid (except the said Parsonage-House of *Overton-Longville* aforesaid, with the Outhouses, Barns, Stables, Orchards, and Appurtenances thereunto belonging, as the same now are in the Tenure or Occupation of the said *Bernard Lewis*; and also except such other Part or Parts of the Lands and Hereditaments belonging to the said Rectory, as are herein before limited to the said Rector and his Successors) shall be, and the same are hereby vested in the said *Lord Morpeth*, in Right of his said Wife, for such Estate and Interest, and subject to such Uses and Limitations, as the Manors of *Overton-Longville*, and *Butolphsbridge* do now stand settled, limited, and assured unto, for, or upon; subject nevertheless to the several Annuities and Rents-Charge, in and by this Act charged upon, and directed to issue out of the Lands and Hereditaments of the said *Lord Morpeth*, and *Lady Morpeth*, in *Overton-Longville*, and *Butolphsbridge* aforesaid.

and it is hereby further Enacted, by the Authority aforesaid, That all those three Acres of Land called the *Church-lands*, in *Orton-Longville* aforesaid, herein before mentioned to be vested in the said Rector, and his Successors, towards the Repair of the Church of *Overton-Longville* aforesaid, shall be, and the same are hereby vested in the said *Lord Morpeth*, in Right of the said *Lady Morpeth*, for such Estate and Interest, and subject to such Uses and Limitations as aforesaid, and so charged as aforesaid; and also all that one Annual Sum, or Yearly Rent-Charge of Thirty Shillings *Sterling*, shall be issuing and going out of all and every the Messuages, Lands, Fields, Grounds, Tenements, and Hereditaments, which by Virtue of this Act, or after passing the same, shall belong unto, and be vested in, or allotted to the said *Henry Lord Morpeth*, in Right of the said *Lady Morpeth*, and the same Annuity, or Yearly Rent-Charge of Thirty Shillings, shall be, and is hereby vested, in and to the Use of the said *Bernard Lewis*, and his Successors, Rectors of *Overton-Longville*, and *Butolphsbridge* aforesaid, for ever, to be payable, and paid to him and them, in the Porch of the Parish Church of *Orton-Longville* aforesaid, free from all Deductions whatsoever, as aforesaid, by two equal half-yearly Payments, at or on the



Feasts of the *Annunciation of the Blessed Virgin Mary*, and *Saint Michael the Archangel*, in every Year for ever, the first Payment thereof to begin and be made at or on the Feast of the *Annunciation of the Blessed Virgin Mary*, Anno Domini One thousand Seven hundred and Twenty-eight, and which said Annuity shall be held by the said Rector, and his Successors for ever, in Trust to apply and dispose of the same, for and towards the Repair of the Parish Church of *Overton-Longville* for ever, and shall be in Lieu and Bar of, and as a full Compensation and Equivalent for the said three Acres so given for that Purpose, and hereby vested in the said Lord *Morpeth* as aforesaid, and of all Right of Common appendant or appurtenant to, or claimed, or to be claimed in respect of the same.

And it is hereby further Enacted, by the Authority aforesaid, That all that Messuage and Close of Pasture, and one Yard Land of Arable, containing twenty Acres, and two Acres of Meadow Ground in *Overton-Longville* aforesaid, whereof the said *Charles Parker*, and other his Co-Trustees aforesaid, are herein before mentioned to be seized, in Trust for, and for the Benefit of the Poor Inhabitants of *Peterborough*, shall be, and the same are hereby vested in the said Lord *Morpeth*, in such Right, and for such Estate and Interest, and subject to such Uses and Limitations as aforesaid, and so charged as aforesaid; and also that one Annual Sum or Yearly Rent-Charge of Fifteen Pounds Sterling, shall be issuing and going out of all and every the Messuages, Lands, Fields, Grounds, Tenements, and Hereditaments, which by Virtue of this Act, or after passing the same, shall belong unto, or be vested in, or allotted to the said *Henry Lord Morpeth*, in Right of his said Wife, and the same Annuity or Yearly Rent-Charge of Fifteen Pounds, shall be, and is hereby vested in and to the Use of the said *Charles Parker*, and other his said Co-Trustees, their Heirs and Successors for ever, to be payable and paid to them in the West Porch of the Cathedral Church of *Peterborough*, free from all Deductions whatsoever as aforesaid, by two equal half-yearly Payments, at or on the Feasts of the *Annunciation of the Blessed Virgin Mary*, and *Saint Michael the Archangel*, in every Year for ever, the first Payment thereof to begin and be made at or on the Feast of the *Annunciation of the Blessed Virgin Mary*, Anno Domini One thousand Seven hundred and Twenty-eight; and which said Annuity or Yearly Rent-Charge of Fifteen Pounds, shall be held by the said Trustees, their Heirs and Successors for ever, in Trust to apply and dispose of the same, in such manner, and to and for such and the same Ends, Intents and Purposes, as the Rents and Profits of the Messuage, Lands and Hereditaments hereby last vested in the said Lord *Morpeth*, are by the Will of the said *Edmond English*, deceased, directed to go and be applied, and shall be in Lieu and Bar of, and as a full Compensation and Equivalent for the said Messuage, Lands and Hereditaments, and of all Right of Common appendant or appurtenant to, or claimed, or to be claimed in respect of the same.

Provided always, and it is hereby Declared and Enacted, That if any of the said several Annual Payments or Yearly Rents Charge of Ten Pounds, One hundred and Seventy-five Pounds Thirty Shillings, and Fifteen Pounds, or any Part or Proportion thereof respectively, shall be behind or unpaid by the Space of Eight and twenty Days next after any of the Feasts, or Days of Payment hereby appointed, then and so often, it shall and may be Lawful to and for the Person and Persons intitled to such of the said several Annual Payments or Yearly Sums, in and by this Act vested and limited, as shall respectively be so behind and unpaid, to enter into and distrain upon the Lands and Hereditaments hereby charged with the same, or into and upon any Part thereof in the Name of the Whole, and the Distress and Distresses then and there found, to lead, drive, carry away, and impound, or otherwise dispose according to Law, until such of the said Annual Payments or Yearly Rents which shall be so behind and unpaid, and all Arrears thereof respectively, and all Costs and Damages to be sustained by reason of the Non-payment thereof, shall be fully paid, satisfied, and discharged; And also if it shall happen, that any of the said several Annual Payments or Yearly Rents-Charge, made payable by this Act, or any Part or Proportion thereof respectively, shall be behind or unpaid by the Space of Forty Days next after any of the Feasts or Days of Payment hereby respectively limited or appointed, then and so often it shall and may be Lawful to and for the Person and Persons intitled to such of the said several Annual Payments or Yearly Sums respectively as shall respectively be so behind and unpaid, to enter into the Lands and Hereditaments hereby charged with the same, and to take and receive the Rents, Issues, and Profits thereof to his and their own Use and Uses, until thereby, or otherwise, all Arrears of such of the said Annual Payments or Yearly Rents Charge as shall be so behind and unpaid, and all Costs, Charges, and Damages sustained or incurred by reason of the Non-payment thereof respectively, shall be fully paid, satisfied, and discharged.

And it is hereby further Declared and Enacted, by the Authority aforesaid, That all the Right of Common belonging to or claimed by all and every or any the Owners and Proprietors of Lands, Tenements, and Hereditaments in *Overton-Longville* and *Butolphsbriidge*, in, over, and upon all and every the Fields, Grounds, Commons, and Commonable Places within the Manors and Parishes of *Overton-Longville* and *Butolphsbriidge* aforesaid, shall cease and be extinguished, and the several Lands, Grounds, Tenements, Hereditaments, Annuities, and Rents Charge, hereby limited unto, and Enacted to be vested in the said several Proprietors respectively, shall be in Bar and Satisfaction of, and an Equivalent and Compensation for all Claim and Right of Common of him, her, and them respectively arising, or to be claimed within the said Manors and Parishes as aforesaid.

Provided also, That the several Lands, Grounds, Tenements, and Hereditaments hereby limited, or Enacted to be vested in the said *Henry Lord Morpeth*, in Right of his said Wife, and which, before the said Inclosure, belonged to or was the Estate and Inheritance of any other of the Owners or Proprietors herein before-named, shall be subject to such and the same Uses, Estates, Limitations, Remainders, Charges, and Incumbrances to which the Manors of *Overton-Longville* and *Butolphsbriidge* are now subject to and charged with, and do now stand settled, limited, and assured: But that the several Lands, Grounds, Tenements, and Hereditaments, which before the said Inclosure and Division, were the Estate and Inheritance of the said *Henry Lord Morpeth*, and *Frances Lady Morpeth*, and are by this Act limited or allotted to and for the Benefit of the other Owners or Proprietors aforesaid, or any of them, shall be by them respectively held and enjoyed, freed and discharged, and



and absolutely acquitted, exempted, and indemnified, of, from, and against all and every the Uses, Estates, Trusts, Remainders, Limitations, Charges, and Incumbrances, limited, created, and declared of and charged upon or affecting the same respectively, before the said Inclosure and Division.

**Provided also,** That nothing in this Act contained, shall prejudice, lessen, or defeat the Right, Title, and Interest of the said Lord *Morpeth*, or *Frances Lady Morpeth*, or of the Person or Persons to whom the said Manors of *Overton-Longville* and *Butolphsbriidge*, shall, for the Time being, belong or appertain, of, in, and to the Seigniorie and Regalities incident and belonging to the Manors of *Overton-Longville* and *Butolphsbriidge*: But that the said *Henry Lord Morpeth*, and *Frances Lady Morpeth*, and such other Person and Persons as aforesaid, intituled to the said Manors for the Time being, shall and may from Time to Time, and at all Times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites, and Profits of Courts, Mines, Goods, and Chattels of Felons and Fugitives, Felons of themselves, and put in exigent Waives, Estrays, Forfeitures, and all other Royalties and Seigniorie to the said Manors, or to him, her, them, or any of them, as Lord or Lords thereof, incident, appendent, belonging, or appertaining (other than and except such Common of Pasture, and other Common Right, as can or may be claimed by or belonging to him and them respectively, as Lords or Lady of the said Manors for the Time being, in and upon the Premises so inclosed as aforesaid) in as full, ample, and beneficial Manner, to all Intents and Purposes, as he, she, they, or any of them, could or might have held and enjoyed the same in Case this Act had never been made.

**Provided also,** That nothing herein contained shall prejudice, impeach, or defeat the Right or Title of the said *Bernard Lewis*, or his Successors, Rectors of *Overton-Longville*, to any Mortuaries, Wedding, Christening, Churching, and Burying Fees, and other Surplice Fees arising and renewing within the said Parish of *Overton-Longville cum Butolphsbriidge* aforesaid.

**Provided also,** That it shall and may be Lawful, to and for the said Dean and Chapter of *Peterborough*, and their Successors, from Time to Time, and at all Times hereafter, to Grant or Lease the several Messuages, Farms, Lands, Tenements, Grounds, and Hereditaments, hereby vested in and limited to them, in Lieu of and in Exchange for the Lands and Hereditaments belonging to them in Right of their said Church, before the said Partition, and hereby vested in and limited to the said *Henry Lord Morpeth* as aforesaid, unto any Person or Persons, for such Term and Number of Years, at such Yearly Rent and Rents, and for such Fine and Fines, and in such Manner, as they could or might have granted the Lands, Tenements, and Hereditaments whereof before the said Inclosure and Division, and this Act, they were seized in Right of their said Church, and as fully and effectually to all Intents and Purposes, as they could or might have done in case this Act had not been made.

**Provided nevertheless,** That the said *Henry Lord Morpeth*, and *Frances Lady Morpeth* his Wife, their Executors and Administrators, shall hold and enjoy the said Messuages, Lands, and Grounds hereby limited unto and vested in the said Dean and Chapter, and their Successors, as aforesaid, for such and the same Term and Interest, and at such Yearly Rent and Rents, and with such Right and Benefit of Renewal, as the said *Lady Morpeth*, or the *Lord Morpeth* in her Right, before the said Inclosure and Division, held and enjoyed the Premises belonging to the said Dean and Chapter, comprized in the said two Leases herein before-mentioned, by virtue of the same Leases respectively.

**Saving** to the KING's Most Excellent Majesty, his Heirs, and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators respectively (Other than the said *Henry Lord Morpeth* and *Frances Lady Morpeth*, and all other Persons claiming or intituled to the Premises, whereof the said *Lord Morpeth*, before the said Inclosure and Division, was seized in Right of his said Wife; and other than the said Dean and Chapter of *Peterborough* and Rector of *Overton-Longville cum Butolphsbriidge*, and their respective Successors; and other than the said Trustees of the said Charity, for the Benefit of the Poor of *Peterborough*, and their Heirs and Successors; and other than the Trustees of the said three Acres given for Repair of the Church of *Overton-Longville*, and their Heirs and Successors) All such Estate, Right, Title, and Interest, as they, every or any of them, had and enjoyed of, in, to, or out of the Messuages, Farms, Lands, Grounds, Commons, Tenements, and Hereditaments so inclosed and hereby vested and limited as aforesaid, before the making this Act, or could or might have had and enjoyed, in case this Act had never been made.



[ 1728. ]

An ACT for confining  
Inclosure and Division of  
Fields, and Common Grounds,  
the Manors, and Parishes  
ton-Longville, and Buton  
in the County of Hunting



